



TIFFANY & BOSCO
P.A.

Dated: April 15, 2010

2525 EAST CAMELBACK ROAD

SUITE 300

PHOENIX, ARIZONA 85016

TELEPHONE: (602) 255-6000

FACSIMILE: (602) 255-0192

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-06012

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

IN RE:

Danielle Marie Eckroth
Debtor.

Wells Fargo Bank, N.A.
Movant,

vs.

Danielle Marie Eckroth, Debtor, Russell A. Brown,
Trustee.

Respondents.

No. 2:10-BK-05210-GBN

Chapter 13

ORDER

(Related to Docket #10)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated and recorded in the office of the Maricopa County
3 Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Danielle Marie Eckroth has an
4 interest in, further described as:

5 PARCEL 1:

6 Unit F106, of PHOENICIAN PINES, A Condominium, as created by that certain Declaration
7 recorded January 13, 2006 as 2006-0060838 of Official Records and First Amendment recorded
8 as 2006-1055550 of Official Records and shown on the plat of said Condominium recorded as
9 Book 802 of Maps, page 33 and Affidavit recorded as 2006-0044923, of Official Records in the
10 Office of the County Recorder of Maricopa County, Arizona.

11 PARCEL 2:

12 An exclusive right to use covered parking space 118, a limited common element as described in
13 the above mentioned Condominium Declaration

14 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
15 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
16 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
17 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
18 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

19 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
20 to which the Debtor may convert.
21
22
23
24
25
26